

REMARKS

Favorable reconsideration of this application as presently amended and in light of the following discussion is respectfully requested.

Claims 21-47 are presently active in this case. Claims 21-22, 24, 26-31, 34, and 36-38 have been withdrawn from consideration. Claims 1-20 were cancelled by a previous amendment. The present Request for Reconsideration does not amend the claims.

Claims 23, 25, 32-33, and 35 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Ali-Vehmas et al. (U.S. Patent No. 6,035,189, hereinafter “Vehmas”) in view of Morrill, Jr. (U.S. Patent No. 5,991,749, hereinafter “Morrill”), Sehr (U.S. Patent No. 6,999,936), and further in view of Sando (Newspaper Article of the Sportsman Review, Spokane, Washington, Dec. 6, 1997, entitled “Price keeps WSU’s Concerns First on List Phone Messages, Other Jobs Can Wait Until Their Time is Due.”).

Applicant respectfully traverses the outstanding rejection under 35 U.S.C. § 103(a), because the combination of all the above references fails to teach all the features of Applicant’s independent Claim 32, even if we assume that the combination is proper. In particular, the references fail to teach the storing of multiple offers in a sales module that is a distinct central entity from multiple vendors, the offer including quantity information indicating a limited available number of a specified product, and the transmitting of an offer with the limited available number to the participants, as required by Claim 32.

Briefly summarizing, Applicant’s Claim 32 is directed to a method for selling products over a mobile radio network, the mobile radio network including a plurality of participants and being coupled to a sales module. The method includes the steps of *inter alia*: ***storing multiple offers from multiple vendors in the sales module, the sales module functioning as a distinct central entity from the multiple vendors***, an offer including an

identification of a specified product being offered for sale, an identification of a vendor of the specified product, and *a quantity information indicating a limited available number of the specified product; transmitting via a transmission channel an offer to the plurality of participants of the mobile radio network*; receiving an order data in the sales module from a participant of the plurality of participants via the mobile radio network in response to the transmitting of the offer, the order data including a request for a product of the specified products and an identification of the participant; generating a token as an unambiguous certificate exchangeable for the product of the specified products being offered for sale; transmitting the token by the sales module to the vendor; and transmitting the token by the sales module to the participant via the mobile radio network.

As explained in Applicant's specification, the method improves upon background method for selling products over a mobile radio network, since the sales module can function as a central entity between a plurality of vendors of products and a plurality of participants that may potentially be interested in purchasing the products. (Applicant's Fig. 1, reference numeral 9.) The sales module allows for the storage of multiple offers from multiple vendors that want to transmit via a transmission channel offers for specified products to participants of a mobile radio network. In addition, the sales module can also manage the availability of the respective products of the vendors, and stores the local availability of these products centrally. Please note that the above discussion is for explanatory purposes only, and is non intended to limit the claims in any way.

Turning now to the applied references, Vehmas describes a system where a service provider company 5 can deliver an application software to a user's terminal 3, so that special new services can be executed on the terminal 3. (Vehmas, Abstract, Fig. 1). The application software is a user interface on terminal 3 that allows to select movie theaters and movies that

are shown at these theaters. (Vehmas, col. 5, ll. 14-21). The user interface is delivered to the user by loading a service software onto card 6, and once the card 6 is inserted into his terminal 3, the software will provide service functions with the user interface to terminal 3. (Vehmas, col. 5, ll. 23-27.) Vehmas also describes that his user can search through various menus of the user interface on his terminal 3, and request information from the switching center 1 in order to find a movie the user is interested in. (Vehmas, col. 5, l. 12 to col. 6, l. 4.) The user can press a function key to reserve tickets for the selected movie. (Id.) While a list of movies and contact information for movie theaters are stored at the switching center 1 and can be sent to the user's terminal 3, Vehmas' switching center 1, the service provider company 5, and terminal 3 do not store an amount of seats that are available at the respective theaters. (Vehmas, col. 5, ll. 17-20, col. 5, ll. 59-67.) Therefore, Vehmas fails to teach all the features of Applicants' Claim 32. In particular, Vehmas fails to teach:

storing multiple offers from multiple vendors in the sales module, the sales module functioning as a distinct central entity from the multiple vendors, an offer including an identification of a specified product being offered for sale, an identification of a vendor of the specified product, and a quantity information indicating a limited available number of the specified product; transmitting via a transmission channel an offer to the plurality of participants of the mobile radio network.

(Claim 32, portions omitted, emphasis added.) First, there is no such sales module functioning as a distinct central entity from the multiple vendors in Vehmas, as required by independent Claim 32. As discussed above, in Vehmas merely a list of movies, and phone numbers of the movie theaters are stored at the service provider company 5 or in terminal 3. No information on available quantities are managed or stored by the terminal 3, the service provider company 5, or the switching center 1. Accordingly, Vehmas fails to teach the step of storing multiple offers in the sales, as required by Claim 32.

Second, Vehmas also fails to teach the step of transmitting via a transmission channel an offer to the plurality of participants of the mobile radio network, as further required by Applicant's Claim 32. In Vehmas the user *directly sends a message by his terminal 3 to the movie theater*, or makes a *direct voice call to the movie theater*, to make a reservation. (Vehmas, col. 5, ll. 61-67, col. 6, 1-4, col. 7, ll. 1-6), and clearly does not store offers from multiple vendors on a sales module and transmitting the offer to a plurality of participants, where the offers include a quantity information indicating a limited available number of the specified product, as further required by Applicants' Claim 32. Vehmas' service provider company 5 never has any information indicating a limited available number of the specified product from the movie theaters. Accordingly, Vehmas clearly fails to teach all the features of Applicants' Claim 32 related to the steps of storing *and* transmitting.

The March 20, 2008 Office Action rejects these features by asserting "[a]pplicant may argue that the information is not stored on the sales module, but this is not specifically claimed," and then attempts to read passages of Applicant's specification into the claims. (Office Action, p. 3, ll. 17-21.) This statement is clearly erroneous, because Applicant's Claim 32 recites "storing multiple offers from multiple vendors in the sales module." Applicant also respectfully submits that the claim language should be examined the way it is recited, and should not be altered to change its meaning.

The applied reference Morrill, used in the pending Office Action to form the 35 U.S.C. § 103(a) rejection, fails to remedy the above deficiencies. This reference is directed to a method using a wireless phone to perform financial transactions or authorize activities, to thereby function as an electronic wallet. (Morrill, Abstract, Fig. 1A-1E.) Morrill explains with reference to Fig. 1E that a number message is sent from the purchaser to the vendor, that includes a summary of the transaction amount and the destination account. (Morrill col. 5, ll.

36-50.) However, nowhere Morrill teaches the storing of multiple offers from multiple vendors in the sales module, where the offer includes quantity information indicating a limited available number of a specified product; and the transmitting of an offer to the plurality of participants, as required by Claim 32.

In Morrill a phone service provider's CPU performs a transaction, and after a transaction is performed, a confirmation/authorization number/message is displayed at the user's cell phone, and the user has the ability to request such information be sent to the vendor. (Morrill, col. 4, ll. 39-64. col. 5, ll. 13-60.) But nowhere in Morrill the above features related to the steps of storing and transmitting as required by Applicant's Claim 32 are taught.

The reference Sehr, used by the pending Office Action to form the 35 U.S.C. § 103(a) rejection, does not remedy the deficiencies of Vehmas and/or Morrill, even if we assume that such combination is proper. Sehr's system is related to an electronic ticketing system, where portable ticketing cards are realized by handheld devices, that have the ability to store in the card a computerized ticket template. (Sehr, Abstract, ll. 1-9.) Sehr also describes a seating map 101 that communicates with remote ticket or admission centers in real-time, manages the allocation and availability of seats for a particular event, and allows the visitor to select the seating arrangements and related admission rights for that particular event. (Sehr, col. 8, l. 30 to col. 9, l. 6.) In other words, Sehr's seating map 101 is merely displaying real-time information regarding availability from remote ticket center. Accordingly, the cited passages of Sehr fail to teach the storing of multiple offers from multiple vendors in the sales module, where the offer includes quantity information indicating a limited available number of a specified product; and the transmitting of an offer to the plurality of participants, as required by Claim 32.

The newly found reference Sando does not remedy the deficiencies of Vehmas, Morrill, and/or Sehr, even if we assume that such combination is proper. Sando merely describes that there is a central phone number where tickets can be ordered at a certain time, and that there may be several qualified ticket sellers. (Sando, Abstract, ll. 3-4.) In addition, Sando explains that one of the qualified sellers, WSU, will send post cards of confirmation to those who have already placed orders. (Sando, Abstract, ll. 4-6.)

Accordingly, Sando also fails to teach the above-discussed features of Applicant's Claim 32, where multiple offers are stored a sales module that is a distinct central entity from the multiple vendors, the offer including quantity information indicating a limited available number of the specified product, and the transmitting of an offer to the participants. Moreover, because Sando suggests that a qualified seller WSU, and not the entity with the central phone number, will send post cards for confirmation, the contrary can be inferred.

Therefore, even if the combination of Vehmas, Morrill, Sehr and/or Sando is assumed to be proper, the combination fails to teach every element of Applicants' Claim 32. Specifically, the cited passages of the combination fails to teach the steps storing and transmitting. Accordingly, Applicant respectfully traverses, and requests reconsideration of, this rejection based on these patents.¹

Independent Claims 39 and 42 recite features analogous to the features recited in independent Claim 32, albeit Claim 42 being directed to a different statutory class.

Accordingly, for the reasons stated above for the patentability of Claim 32, Applicants respectfully submits that the rejections of Claim 39 and 42, and all associated dependent

¹ See MPEP 2142 stating, as one of the three "basic criteria [that] must be met" in order to establish a *prima facie* case of obviousness, that "the prior art reference (or references when combined) must teach or suggest all the claim limitations," (emphasis added). See also MPEP 2143.03: "All words in a claim must be considered in judging the patentability of that claim against the prior art."

claims, are also believed to be overcome in view of the arguments regarding independent Claim 32.

Consequently, in view of the present Request for Reconsideration, no further issues are believed to be outstanding in the present application, and the present application is believed to be in condition for formal Allowance. A Notice of Allowance for Claims 21-47, and thereby a rejoinder of withdrawn Claims 21-22, 26-31, 34 and 36-38, is respectfully requested.

Should the Examiner deem that any further action is necessary to place this application in even better form for allowance, the Examiner is encouraged to contact Applicant's undersigned representative at the below listed telephone number.

Respectfully submitted,

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